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D. Farrington Yates (DY 8383)
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Hearing Date: Nov. 29, 2005 @ 10:00 am

-and-

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Robert E. Richards

Attorneys for INA USA, Inc.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:

DELPHI CORPORATION, et al.,

Debtors.

Chapter 11

Case No. 05-44481 (RDD)

(Jointly Administered)

**LIMITED OBJECTION OF INA USA, INC. TO MOTION
FOR ORDER APPROVING ASSUMPTION PROCEDURES**

INA USA, Inc ("INA")¹, through its counsel, Sonnenschein Nath & Rosenthal, LLP,
hereby files this limited objection to the Debtors' Motion for an Order Approving Procedures to
Assume Certain Agreements, and states as follows:

The Assumption Procedures Motion proposes a template to assume certain agreements on
significantly modified terms and also permits certain variations on that template unless the
Creditors Committee objects to the deal with the variations. The template does not meet certain

¹ This Limited Objection is being filed on behalf of INA USA, Inc. and its affiliates.

important requirements which are legally required to assume an agreement under Section 365 of the Bankruptcy Code (like payment of a full cure cost and assumption of a contract on its existing terms) and also imposes additional requirements such an extension on the agreement. To the extent that a modified written deal acceptable to us can be reached, we have no objections to the procedures. To the extent, however, that certain provisions in the proposed order could be read to apply even in the absence of a signed modified agreed deal due to alleged acceptance or waiver through shipments or inaction, we do object and believe such provisions are beyond this Court's powers under Sections 365, 363 and other applicable provisions of the Bankruptcy Code.

In particular, we believe that the defined term "Covered Suppliers", proposed findings B and C and Decretal Paragraphs 4, 5, 9 and 10 need to be modified or clarified so that only vendors who reach a signed modification agreement which is acceptable to them and Delphi are bound by such concessions, modifications and waivers.

We otherwise reserve our rights and defenses, including, without limitation, with respect to all matters relating to executory contracts and alleged executory contracts.

Dated: November 25, 2005
New York, New York

SONNENSCHN NATH & ROSENTHAL LLP

/s/ Jo Christine Reed

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